

RECORDED
11-26-1999



101208024

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

NOV

Tab settings = = = ▾

To the Honorable Commissioner

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Weider Nutrition International, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Trademark Security Agreement

Execution Date: April 8, 1997

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: _____

Street Address: 105 W. Madison

City: Chicago State: IL ZIP: 60602

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State New York
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601
11/24/1999 DNGUYEN 00000131 75418719

6. Total number of applications and registrations involved: _____

123

7. Total fee (37 CFR 3.41).....\$ 3,090.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:482

40.00 OP
3050.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Laura Konrath
Signature

11/4/99
Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 001986 FRAME: 0368

546329

Continuation
Item 4

Mark	Application/ Registration Number	Filing Date/ Issue Date	Status	USPTO Status	Other
Absorb-It	App. # 75418719 Reg. #	File: 01/15/98 Reg:	Pending	Response After Non-Final Action - Entered	
Activated Pyruvate	App. # 75508485 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
After All . . Genetics Can Only Take You So Far	App. # 75459958 Reg. #	File: 03/31/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
American Bottling and Beverage	App. # 75493033 Reg. #	File: 03/31/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Anabolic Drive	App. # 75388162 Reg. #	File: 11/11/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Andro Drive 19	App. # 75493035 Reg. #	File: 05/29/98 Reg:	Published Intent to Use	Non-Final Action - Mailed	
Androstene Complete	App. # 75351883 Reg. #	File: 09/04/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Aqua Force	App. # 75435567 Reg. #	File: 02/17/98 Reg:	Pending Intent to Use	Suspension Letter - Mailed	
Ascent	App. # 75528158 Reg. #	File: 07/30/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Black Stack	App. # 75493028 Reg. #	File: 05/29/98 Reg:	Published Intent to Use	Notice of Allowance - Issued	
C4	App. # 75438249 Reg. #	File: 02/23/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Carbohydrate Stack, The	App. # 75344218 Reg. # 2236518	File: 08/20/97 Reg: 04/06/99	Registered	Registered	
Carbo Light	App. # 75351884 Reg. #	File: 09/04/97 Reg:	Pending	Final Refusal - Mailed	
Cellreplete	App. # 75517372 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Cellvol ATS	App. # 75528157 Reg. #	File: 07/30/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Cognition	App. # 75459770 Reg. #	File: 03/31/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Cold-Free	App. # 75298640 Reg. # 2225114	File: 05/27/97 Reg: 02/23/99	Registered	Registered	

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Complete RX	App. # 75438266 Reg. #	File: 02/23/98 Reg:	Pending Intent to Use	Response After Non-Final Action - Entered	
Creatine ATP	App. # 75402550 Reg. #	File: 12/09/97 Reg:	Pending Supplemental Register	Approval for Publication	
Creatine EX 9500	App. # 75405968 Reg. #	File: 12/16/97 Reg:	Published Intent to Use	Published	
Creatine RS	App. # 75402551 Reg. #	File: 12/09/97 Reg:	Published Intent to Use	Published	
Draw Blood	App. # 75517374 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Embrace I	App. # 75619090 Reg. #	File: 01/12/99 Reg:	Pending Intent to Use	New Application	
Embrace II	App. # 75619098 Reg. #	File: 01/12/99 Reg:	Pending Intent to Use	New Application	
Enerfit	App. # 75472185 Reg. #	File: 04/22/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Energy Products That Move You	App. # 75540510 Reg. #	File: 08/21/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Excel The Human Energy Company (and design	App. # 75530956 Reg. #	File: 08/04/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Explosive Performance	App. # 75289715 Reg. #	File: 05/09/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Extreme Blue Thunder	App. # 75508498 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Approval for Publication	
Extreme Joint Force	App. # 75637800 Reg. #	File: 02/08/99 Reg:	Pending Intent to Use	New Application	
Extreme Pure Pro	App. # 75637851 Reg. #	File: 02/08/99 Reg:	Pending Intent to Use	New Application	
Extreme Ripped Force	App. # 75472169 Reg. #	File: 04/22/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Extreme Superior Whey	App. # 75673509 Reg. #	File: 04/02/99 Reg:	Pending Intent to Use	New Application	
Fat Burner	App. # 75298639 Reg. #	File: 05/27/97 Reg:	Pending Section 2(F)	Non-Final Action - Mailed	
Fat Burner	App. # 75289703 Reg. #	File: 05/31/96 Reg:	Pending Section 2(F)	Non-Final Action - Mailed	
Femaura	App. # 75607535 Reg. #	File: 04/02/99 Reg:	Pending Intent to Use	New Application	
Glycemet	App. # 75493037 Reg. #	File: 05/29/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	

Guarana Rush	App. # 75517373 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Gym Survival System	App. # 75328040 Reg. #	File: 07/21/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Heat High Energy Advanced Thermogenic	App. # 75508487 Reg. #	File: 06/25/98 Reg:	Pending	Non-Final Action-Mailed	
Hi-Bar	App. # 75351890 Reg. #	File: 09/04/97 Reg:	Published Intent to Use	Published	
Hydra-Max	App. # 75528164 Reg. #	File: 07/30/98 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Ion RX	App. # 75382513 Reg. #	File: 10/31/97 Reg:	Published Intent to Use	Published	
Ion X	App. # 75568803 Reg. #	File: 10/13/98 Reg:	Pending Intent to Use	Non-Final Action-Mailed	
Ion-X	App. # 75561610 Reg. #	File: 09/29/98 Reg:	Pending	Non-Final Action-Mailed	
It's Not Like The Stuff The Pros Use. It Is The Stuff The Pros Use.	App. # 75402552 Reg. #	File: 12/09/97 Reg:	Pending	Non-Final Action Mailed	
Joint Free	App. # 75493326 Reg. #	File: 05/29/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Joint Free Plus	App. # 75493325 Reg. #	File: 05/29/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Ketolean	App. # 75438262 Reg. #	File: 02/23/98 Reg:	Pending Intent to Use	Response After Non-Final Action - Entered	
Legitimate Hardcore Products	App. # 75372088 Reg. #	File: 10/14/97 Reg:	Pending	Non-Final Action - Mailed	
Lipo Force C	App. # 75501727 Reg. #	File: 06/15/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Lipo Force N	App. # 75501725 Reg. #	File: 06/15/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
LM	App. # 75438251 Reg. #	File: 02/23/98 Reg:	Published Intent to Use	Published	
MC	App. # 75438253 Reg. #	File: 02/23/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
MC2	App. # 75418762 Reg. # 2253044	File: 01/15/98 Reg: 06/15/99	Registered	Registered	

Megabolan	App. # 75405959 Reg. #	File: 12/16/97 Reg:	Pending Intent to Use	Publication/ Registration Review Complete	
Metacuts	App. # 75405971 Reg. # 2252967	File: 12/16/97 Reg: 06/15/99	Registered	Registered	
Metadrene	App. # 75493036 Reg. #	File: 05/29/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Metaforce	App. # 75388160 Reg. #	File: 11/11/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Metaforum	App. # 75517363 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Metaplexx TR	App. # 75508496 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Meta Pro	App. # 75508495 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Meta Pro	App. # 75530959 Reg. #	File: 08/04/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Metaripped	App. # 75493034 Reg. #	File: 05/29/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Minimax	App. # 75540464 Reg. #	File: 08/21/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
M Muscle Tribe (and design)	App. # 75402546 Reg. #	File: 12/09/97 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
M Muscle Tribe (and design)	App. # 75402547 Reg. #	File: 12/09/97 Reg:	Pending	Non-Final Action - Mailed	
Move Free	App. # 75568753 Reg. #	File: 10/13/98 Reg:	Pending Intent to Use	Publication/ Registration Review Complete	
MRP	App. # 75438254 Reg. #	File: 02/23/98 Reg:	Published Intent to Use	Published	
NAF	App. # 75438252 Reg. #	File: 02/23/98 Reg:	Published Intent to Use	Published	
Neurodrive	App. # 75405972 Reg. # 2249133	File: 12/16/97 Reg: 06/01/99	Registered	Registered	
New Start	App. # 75354415 Reg. #	File: 10/10/97 Reg:	Published Intent to Use	Opposition Pending	Opposed by Pacific Packaging Concepts, Inc. Mark: Great Start
19 Nor Andro Drive	App. # 75517368 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	

NitroReplete	App. # 75501732 Reg. #	File: 06/15/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Nitrospare	App. # 75528162 Reg. #	File: 07/30/98 Reg:	Pending Intent to Use	Examiner's Amendment - Mailed	
Nustart	App. # 75418720 Reg. #	File: 01/15/98 Reg:	Published Intent to Use	Opposition Pending	Pacific Packaging Concepts, Inc. Mark: Great Start (113072)
Nustart (and design)	App. # 75438264 Reg. #	File: 02/23/98 Reg:	Published Intent to Use	Opposition Pending	Pacific Packaging Concepts, Inc. Mark: Great Start (113072)
Nutrient Partitioning Technology	App. # 75354414 Reg. #	File: 09/10/97 Reg:	Pending Intent to Use	Final Refusal - Mailed	
Nutrition At The Speed of Science	App. # 75418721 Reg. #	File: 01/15/98 Reg:	Pending Intent to Use	Publication/ Registration Review Complete	
Osteofree	App. # 75528166 Reg. #	File: 07/30/98 Reg:	Published Intent to Use	Publication/ Registration Review Complete	
PCO+	App. # 75315152 Reg. # 2215956	File: 06/26/97 Reg: 01/05/99	Registered	Registered	
Perfect C	App. # 75530960 Reg. #	File: 08/04/98 Reg:	Pending Intent to Use	Approval for Publication	
Peruvian Maca	App. # 75517370 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Pet Forte	App. # 75418716 Reg. #	File: 01/15/98 Reg:	Published	Published	
Phencal	App. # 75435568 Reg. # 2232126	File: 02/17/98 Reg: 03/16/99	Registered	Registered	
Phencal 106	App. # 75298637 Reg. #	File: 05/27/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Pro Carbo Force	App. # 75351885 Reg. # 2247235	File: 09/04/97 Reg: 05/25/99	Registered	Registered	
Pro Steel	App. # 75528156 Reg. #	File: 07/30/98 Reg:	Pending Intent to Use	Publication/ Registration Review Complete	

Purepro	App. # 75298636 Reg. #	File: 05/27/97 Reg:	Published Intent to Use	Statement of Use - To Examiner	
Pyru Force	App. # 75493027 Reg. #	File: 05/29/98 Reg:	Pending	Publication/ Registration Review Complete	
Rebar	App. # 75501726 Reg. #	File: 06/15/98 Reg:	Published Intent to Use	Published	
Regenex	App. # 75594537 Reg. #	File: 11/24/98 Reg:	Pending	New Application	
Regenics	App. # 75344217 Reg. #	File: 11/24/98 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Ripped to the Max	App. # 75450385 Reg. #	File: 03/16/98 Reg:	Published Intent to Use	Published	
Science Labs Nutrition	App. # 75405970 Reg. #	File: 12/16/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Science of Body Building, The	App. # 75298638 Reg. #	File: 05/27/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
SDP	App. # 75501731 Reg. #	File: 06/15/98 Reg:	Published Intent to Use	Published	
Source of Performance, The	App. # 75517371 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Soy Plus	App. # 75508499 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Steel Pro	App. # 75328041 Reg. # 2255979	File: 07/21/97 Reg: 06/22/99	Registered	Registration Review Complete	
Super Mega Mass 2000	App. # 75568804 Reg. #	File: 10/13/98 Reg:	Pending	Approval for Publication	
Superphen	App. # 75298641 Reg. #	File: 05/27/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Super Shake	App. # 75379219 Reg. #	File: 10/24/97 Reg:	Pending	Non-Final Action - Mailed	
Super Tea	App. # 75298635 Reg. #	File: 05/27/97 Reg:	Pending Supplemental Register	Publication/ Registration Review Complete	
Turn On Your Brain	App. # 75459791 Reg. #	File: 03/31/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	

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UltraAC	App. # 75508484 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
UltraAP	App. # 75508483 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Ultra Lean	App. # 75508497 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Ultra Ripped	App. # 75637996 Reg. #	File: 02/08/99 Reg:	Pending Intent to Use	New Application	
Ultra Whey Pro	App. # 75435569 Reg. #	File: 02/17/98 Reg:	Pending Intent to Use	Publications/ Registration Review Complete	
Zone Force	App. # 75493031 Reg. #	File: 05/29/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Valerisom	App. # 75593030 Reg. #	File: 11/20/98 Reg:	Pending Intent to Use	New Application	
V Complete	App. # 75418718 Reg. # 2225789	File: 01/15/98 Reg: 02/23/99	Registered	Registered	
W (and design)	App. # 75402426 Reg. #	File: 12/09/97 Reg:	Pending	Non-Final Action - Mailed	
Weider (and design)	App. # 75402452 Reg. #	File: 12/09/97 Reg:	Pending	Final Refusal - Mailed	
Weider Science	App. # 75540511 Reg. #	File: 08/21/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Weider Sixty Years of Excellence (and design)	App. # 75418763 Reg. #	File: 01/15/98 Reg:	Pending Intent to Use	Final Refusal - Mailed	
WH-1100	App. # 75438265 Reg. #	File: 02/23/98 Reg:	Published Intent to Use	Published	
WP-1100	App. # 75438250 Reg. #	File: 02/23/98 Reg:	Published Intent to Use	Published	
Xceed	App. # 75530961 Reg. #	File: 08/04/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Zhi Shi Rush	App. # 75554505 Reg. #	File: 09/17/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Miscellaneous Design	App. # 75667680 Reg. #	File: 03/17/99 Reg:	Pending	New Application	
Miscellaneous Design	App. # 75684683 Reg. #	File: 04/16/99 Reg:	Pending Intent to Use	New Application	

123 Registered or Pending Federal Trademarks not subject to a Security Interest by General Electric Capital Corporation and not recorded by the PTO.

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Document Number:
11-2-99/_:51AM

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TRADEMARK
| REEL: 001986 FRAME: 0376

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of April 8, 1997, is made by WEIDER NUTRITION INTERNATIONAL, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Agent"), as Agent, for itself and the ratable benefit of Lenders (as defined below). Each capitalized term used herein that is not otherwise defined shall have the meaning assigned to it in Annex A to the hereinafter defined Credit Agreement.

WITNESSETH:

WHEREAS, Grantor has entered into that certain Second Amended and Restated Security Agreement as of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and among Grantor, the other Obligors, Agent and Lenders;

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of its personal property to secure the obligations of Obligors under the Second Amended and Restated Credit Agreement dated as of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Obligors, Agent and Lenders, including all right, title and interest in intellectual property; and

WHEREAS, Agent and Lenders are willing to make and continue the Loans and issue Letters of Credit and letter of credit guaranties provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered this Agreement to Agent, for itself and the ratable benefit of Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, assign, mortgage and convey to Agent, for itself and the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

1. Secured Collateral.

- (A) Grantor's (i) trademarks, trademark registrations, service marks, service mark registrations, tradenames, trademark and service mark applications and the other trademarks, service marks and applications, including without limitation those listed on Schedule 1 annexed hereto and made a part hereof, and renewals thereof, and all rights corresponding thereto throughout the world; (ii) all products, income, royalties, damages, payments and proceeds now and hereafter due or payable with respect thereto, including without limitation damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements

thereof; and (iv) all of the goodwill of Grantor's business connected with and symbolized by the trademarks and other items described in clauses (i) and (ii) herein (as the Grantor may own, hold or control from time to time and with all rights and agreements relating thereto, hereinafter individually or collectively referred to as the "Trademarks"); and

- (B) (i) all trademark licenses or license agreements relating to or involving any trademarks, trademark registrations, service marks, service mark registrations, tradenames, trademark and service mark applications and the other trademarks, service marks and applications, including without limitation those listed on Schedule 2 annexed hereto and made a part hereof, and renewals thereof, and all rights corresponding thereto throughout the world; (ii) all products, income, royalties, damages, payments and proceeds now and hereafter due or payable with respect thereto, including without limitation damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all of the goodwill of Grantor's business connected with and symbolized by the trademarks and other items described in clauses (i) and (ii) herein (as the Grantor, whether as a licensee or licensor, may own, hold or control from time to time and with all rights and agreements relating thereto, the "Trademark Licenses"), but excluding any Trademark License under which the Grantor is a licensee, if the granting of a security interest hereunder would cause such Trademark License by its terms, to be unenforceable, terminated or terminable at the election of the licensor, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses.

2. Restrictions on Future Agreements

Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor will not, without Agent's prior written consent, enter into any agreement, including without limitation any license agreement, which is inconsistent with Grantor's obligations under this Agreement. Grantor further agrees that it will not take any action, permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademark Collateral which are necessary or desirable in the operation of Grantor's business unless Grantor in good faith reasonably determines that in the operation of its business such action or lack thereof is not cost effective.

3. Future Trademark Collateral

Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the Trademarks now owned by Grantor and that the Trademark Licenses listed on Schedule 2 constitute all of the Trademark Licenses to which Grantor is a licensee or licensor. If, before the Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any

new Trademark Collateral, or (ii) become entitled to the benefit of any Trademark Collateral, Grantor shall provide to Agent updated Schedules 1 and 2 on a quarterly basis, such updates to be provided no later than March 30, June 30, September 30 and December 30 of each year that this Agreement is in force. Grantor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any Trademarks hereafter acquired and Schedule 2 to include any Trademark Licenses hereafter acquired. Grantor agrees to execute all documents necessary to record or preserve Agent's interest in all Trademark Collateral added to Schedules 1 and 2.

4. Duties.

Grantor shall have the duty to:

(i) prosecute in good faith any trademark or service mark application relating to the Trademarks pending as of the date hereof or thereafter until termination of the Credit Agreement, (ii) to file applications on Trademark Collateral as appropriate in Grantor's good faith judgment and (iii) to use its good faith judgment (except as otherwise permitted in the Credit Agreement) in preserving and maintaining all rights in the Trademark Collateral. Any expenses incurred in connection with such applications shall be borne by Grantor. In any suit to enforce any Trademark Collateral, Agent shall, at the expense and request of Grantor, do any and all lawful acts and execute any and all proper documents reasonably required by Grantor in connection with such suit. Except as otherwise permitted under the Credit Agreement, Grantor shall not abandon any Trademark Collateral without the consent of Agent, which consent shall not be unreasonably withheld. Agent shall not have any duty with respect to the Trademark Collateral. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademark Collateral against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Obligations secured hereby.

5. Agent's Right to Sue.

At any time after the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademark Collateral and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights hereunder. If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

6. Term.

This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademark Collateral and shall remain in full force and effect until the Termination Date.

7. Waivers.

No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement, the Security Agreement or any other Loan Document (as from time to time amended, restated, supplemented or otherwise modified) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. Exercise of Rights and Remedies Upon Default.

Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent and Lenders may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement, the other Collateral Documents or any other agreement. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademark Collateral is a portion of the Collateral and Agent and Lenders shall have the right to exercise their rights under the Credit Agreement and the other Collateral Documents with respect to the Trademark Collateral to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence of an Event of Default, Agent or its nominee may use the Trademark Collateral in connection with the conduct of Grantor's business.

9. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Modification.

This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 3 hereof or by a writing signed by the parties hereto.

11. Cumulative Remedies; Effect on Credit Agreement.

All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

12. Binding Effect; Benefits.

This Agreement shall be binding upon Grantor and its respective successors and assigns and shall inure to the benefit of Agent and the Lenders, and their nominees and assigns.

13. Governing Law.

THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS OF THE STATE OF ILLINOIS, EXCLUDING THE CONFLICT OF LAWS RULES THEREOF.

14. Notices.

All notices or other communications hereunder shall be given on the manner and to the address set forth for any party hereto in the Credit Agreement.

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

WEIDER NUTRITION INTERNATIONAL,
INC.

By: Steve Young
Its: Chief Financial Officer

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

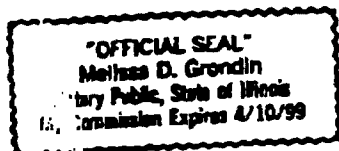
By: [Signature]
Its: Duly Authorized Signatory

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

The foregoing Trademark Security Agreement was executed and acknowledged before me this 8th day of April, 1997, by Steve Young, the Chief Financial Officer of WEIDER NUTRITION INTERNATIONAL, INC., on behalf of that corporation.

[Signature]
Notary Public

[seal]



546329

Mark	Application/ Registration Number	Filing Date/ Issue Date	Status	USPTO Status	Other
Absorb-It	App. # 75418719 Reg. #	File: 01/15/98 Reg:	Pending	Response After Non-Final Action - Entered	
Activated Pyruvate	App. # 75508485 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
After All . . . Genetics Can Only Take You So Far	App. # 75459958 Reg. #	File: 03/31/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
American Bottling and Beverage	App. # 75493033 Reg. #	File: 03/31/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Anabolic Drive	App. # 75388162 Reg. #	File: 11/11/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Andro Drive 19	App. # 75493035 Reg. #	File: 05/29/98 Reg:	Published Intent to Use	Non-Final Action - Mailed	
Androstene Complete	App. # 75351883 Reg. #	File: 09/04/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Aqua Force	App. # 75435567 Reg. #	File: 02/17/98 Reg:	Pending Intent to Use	Suspension Letter - Mailed	
Ascent	App. # 75528158 Reg. #	File: 07/30/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Black Stack	App. # 75493028 Reg. #	File: 05/29/98 Reg:	Published Intent to Use	Notice of Allowance - Issued	
C4	App. # 75438249 Reg. #	File: 02/23/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Carbohydrate Stack, The	App. # 75344218 Reg. # 2236518	File: 08/20/97 Reg: 04/06/99	Registered	Registered	
Carbo Light	App. # 75351884 Reg. #	File: 09/04/97 Reg:	Pending	Final Refusal - Mailed	
Cellreplete	App. # 75517372 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Cellvol ATS	App. # 75528157 Reg. #	File: 07/30/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Cognition	App. # 75459770 Reg. #	File: 03/31/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Cold-Free	App. # 75298640 Reg. # 2225114	File: 05/27/97 Reg: 02/23/99	Registered	Registered	

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Complete RX	App. # 75438266 Reg. #	File: 02/23/98 Reg:	Pending Intent to Use	Response After Non-Final Action - Entered	
Creatine ATP	App. # 75402550 Reg. #	File: 12/09/97 Reg:	Pending Supplemental Register	Approval for Publication	
Creatine EX 9500	App. # 75405968 Reg. #	File: 12/16/97 Reg:	Published Intent to Use	Published	
Creatine RS	App. # 75402551 Reg. #	File: 12/09/97 Reg:	Published Intent to Use	Published	
Draw Blood	App. # 75517374 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Embrace I	App. # 75619090 Reg. #	File: 01/12/99 Reg:	Pending Intent to Use	New Application	
Embrace II	App. # 75619098 Reg. #	File: 01/12/99 Reg:	Pending Intent to Use	New Application	
Enerfit	App. # 75472185 Reg. #	File: 04/22/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Energy Products That Move You	App. # 75540510 Reg. #	File: 08/21/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Excel The Human Energy Company (and design	App. # 75530956 Reg. #	File: 08/04/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Explosive Performance	App. # 75289715 Reg. #	File: 05/09/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Extreme Blue Thunder	App. # 75508498 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Approval for Publication	
Extreme Joint Force	App. # 75637800 Reg. #	File: 02/08/99 Reg:	Pending Intent to Use	New Application	
Extreme Pure Pro	App. # 75637851 Reg. #	File: 02/08/99 Reg:	Pending Intent to Use	New Application	
Extreme Ripped Force	App. # 75472169 Reg. #	File: 04/22/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Extreme Superior Whey	App. # 75673509 Reg. #	File: 04/02/99 Reg:	Pending Intent to Use	New Application	
Fat Burner	App. # 75298639 Reg. #	File: 05/27/97 Reg:	Pending Section 2(F)	Non-Final Action - Mailed	
Fat Burner	App. # 75289703 Reg. #	File: 05/31/96 Reg:	Pending Section 2(F)	Non-Final Action - Mailed	
Femaurea	App. # 75607535 Reg. #	File: 04/02/99 Reg:	Pending Intent to Use	New Application	
Glycemet	App. # 75493037 Reg. #	File: 05/29/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	

Guarana Rush	App. # 75517373 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Gym Survival System	App. # 75328040 Reg. #	File: 07/21/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Heat High Energy Advanced Thermogenic	App. # 75508487 Reg. #	File: 06/25/98 Reg:	Pending	Non-Final Action-Mailed	
Hi-Bar	App. # 75351890 Reg. #	File: 09/04/97 Reg:	Published Intent to Use	Published	
Hydra-Max	App. # 75528164 Reg. #	File: 07/30/98 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Ion RX	App. # 75382513 Reg. #	File: 10/31/97 Reg:	Published Intent to Use	Published	
Ion X	App. # 75568803 Reg. #	File: 10/13/98 Reg:	Pending Intent to Use	Non-Final Action-Mailed	
Ion-X	App. # 75561610 Reg. #	File: 09/29/98 Reg:	Pending	Non-Final Action-Mailed	
It's Not Like The Stuff The Pros Use. It Is The Stuff The Pros Use.	App. # 75402552 Reg. #	File: 12/09/97 Reg:	Pending	Non-Final Action Mailed	
Joint Free	App. # 75493326 Reg. #	File: 05/29/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Joint Free Plus	App. # 75493325 Reg. #	File: 05/29/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Ketolean	App. # 75438262 Reg. #	File: 02/23/98 Reg:	Pending Intent to Use	Response After Non-Final Action - Entered	
Legitimate Hardcore Products	App. # 75372088 Reg. #	File: 10/14/97 Reg:	Pending	Non-Final Action - Mailed	
Lipo Force C	App. # 75501727 Reg. #	File: 06/15/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Lipo Force N	App. # 75501725 Reg. #	File: 06/15/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
LM	App. # 75438251 Reg. #	File: 02/23/98 Reg:	Published Intent to Use	Published	
MC	App. # 75438253 Reg. #	File: 02/23/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
MC2	App. # 75418762 Reg. # 2253044	File: 01/15/98 Reg: 06/15/99	Registered	Registered	

Megabolan	App. # 75405959 Reg. #	File: 12/16/97 Reg:	Pending Intent to Use	Publication/ Registration Review Complete	
Metacuts	App. # 75405971 Reg. # 2252967	File: 12/16/97 Reg: 06/15/99	Registered	Registered	
Metadrene	App. # 75493036 Reg. #	File: 05/29/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Metaforce	App. # 75388160 Reg. #	File: 11/11/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Metaforum	App. # 75517363 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Metaplexx TR	App. # 75508496 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Meta Pro	App. # 75508495 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Meta Pro	App. # 75530959 Reg. #	File: 08/04/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Metaripped	App. # 75493034 Reg. #	File: 05/29/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Minimax	App. # 75540464 Reg. #	File: 08/21/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
M Muscle Tribe (and design)	App. # 75402546 Reg. #	File: 12/09/97 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
M Muscle Tribe (and design)	App. # 75402547 Reg. #	File: 12/09/97 Reg:	Pending	Non-Final Action - Mailed	
Move Free	App. # 75568753 Reg. #	File: 10/13/98 Reg:	Pending Intent to Use	Publication/ Registration Review Complete	
MRP	App. # 75438254 Reg. #	File: 02/23/98 Reg:	Published Intent to Use	Published	
NAF	App. # 75438252 Reg. #	File: 02/23/98 Reg:	Published Intent to Use	Published	
Neurodrive	App. # 75405972 Reg. # 2249133	File: 12/16/97 Reg: 06/01/99	Registered	Registered	
New Start	App. # 75354415 Reg. #	File: 10/10/97 Reg:	Published Intent to Use	Opposition Pending	Opposed by Pacific Packaging Concepts, Inc. Mark: Great Start
19 Nor Andro Drive	App. # 75517368 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	

NitroReplete	App. # 75501732 Reg. #	File: 06/15/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Nitrospare	App. # 75528162 Reg. #	File: 07/30/98 Reg:	Pending Intent to Use	Examiner's Amendment - Mailed	
Nustart	App. # 75418720 Reg. #	File: 01/15/98 Reg:	Published Intent to Use	Opposition Pending	Pacific Packaging Concepts, Inc. Mark: Great Start (113072)
Nustart (and design)	App. # 75438264 Reg. #	File: 02/23/98 Reg:	Published Intent to Use	Opposition Pending	Pacific Packaging Concepts, Inc. Mark: Great Start (113072)
Nutrient Partitioning Technology	App. # 75354414 Reg. #	File: 09/10/97 Reg:	Pending Intent to Use	Final Refusal - Mailed	
Nutrition At The Speed of Science	App. # 75418721 Reg. #	File: 01/15/98 Reg:	Pending Intent to Use	Publication/ Registration Review Complete	
Osteofree	App. # 75528166 Reg. #	File: 07/30/98 Reg:	Published Intent to Use	Publication/ Registration Review Complete	
PCO+	App. # 75315152 Reg. # 2215956	File: 06/26/97 Reg: 01/05/99	Registered	Registered	
Perfect C	App. # 75530960 Reg. #	File: 08/04/98 Reg:	Pending Intent to Use	Approval for Publication	
Peruvian Maca	App. # 75517370 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Pet Forte	App. # 75418716 Reg. #	File: 01/15/98 Reg:	Published	Published	
Phencal	App. # 75435568 Reg. # 2232126	File: 02/17/98 Reg: 03/16/99	Registered	Registered	
Phencal 106	App. # 75298637 Reg. #	File: 05/27/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Pro Carbo Force	App. # 75351885 Reg. # 2247235	File: 09/04/97 Reg: 05/25/99	Registered	Registered	
Pro Steel	App. # 75528156 Reg. #	File: 07/30/98 Reg:	Pending Intent to Use	Publication/ Registration Review Complete	

Purepro	App. # 75298636 Reg. #	File: 05/27/97 Reg:	Published Intent to Use	Statement of Use - To Examiner	
Pyru Force	App. # 75493027 Reg. #	File: 05/29/98 Reg:	Pending	Publication/ Registration Review Complete	
Rebar	App. # 75501726 Reg. #	File: 06/15/98 Reg:	Published Intent to Use	Published	
Regenex	App. # 75594537 Reg. #	File: 11/24/98 Reg:	Pending	New Application	
Regenics	App. # 75344217 Reg. #	File: 11/24/98 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Ripped to the Max	App. # 75450385 Reg. #	File: 03/16/98 Reg:	Published Intent to Use	Published	
Science Labs Nutrition	App. # 75405970 Reg. #	File: 12/16/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Science of Body Building, The	App. # 75298638 Reg. #	File: 05/27/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
SDP	App. # 75501731 Reg. #	File: 06/15/98 Reg:	Published Intent to Use	Published	
Source of Performance, The	App. # 75517371 Reg. #	File: 07/13/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Soy Plus	App. # 75508499 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Steel Pro	App. # 75328041 Reg. # 2255979	File: 07/21/97 Reg: 06/22/99	Registered	Registration Review Complete	
Super Mega Mass 2000	App. # 75568804 Reg. #	File: 10/13/98 Reg:	Pending	Approval for Publication	
Superphen	App. # 75298641 Reg. #	File: 05/27/97 Reg:	Published Intent to Use	Notice of Allowance - Issued	
Super Shake	App. # 75379219 Reg. #	File: 10/24/97 Reg:	Pending	Non-Final Action - Mailed	
Super Tea	App. # 75298635 Reg. #	File: 05/27/97 Reg:	Pending Supplemental Register	Publication/ Registration Review Complete	
Turn On Your Brain	App. # 75459791 Reg. #	File: 03/31/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	

UltraAC	App. # 75508484 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
UltraAP	App. # 75508483 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Ultra Lean	App. # 75508497 Reg. #	File: 06/25/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Ultra Ripped	App. # 75637996 Reg. #	File: 02/08/99 Reg:	Pending Intent to Use	New Application	
Ultra Whey Pro	App. # 75435569 Reg. #	File: 02/17/98 Reg:	Pending Intent to Use	Publications/ Registration Review Complete	
Zone Force	App. # 75493031 Reg. #	File: 05/29/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Valerisom	App. # 75593030 Reg. #	File: 11/20/98 Reg:	Pending Intent to Use	New Application	
V Complete	App. # 75418718 Reg. # 2225789	File: 01/15/98 Reg: 02/23/99	Registered	Registered	
W (and design)	App. # 75402426 Reg. #	File: 12/09/97 Reg:	Pending	Non-Final Action - Mailed	
Weider (and design)	App. # 75402452 Reg. #	File: 12/09/97 Reg:	Pending	Final Refusal - Mailed	
Weider Science	App. # 75540511 Reg. #	File: 08/21/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Weider Sixty Years of Excellence (and design)	App. # 75418763 Reg. #	File: 01/15/98 Reg:	Pending Intent to Use	Final Refusal - Mailed	
WH-1100	App. # 75438265 Reg. #	File: 02/23/98 Reg:	Published Intent to Use	Published	
WP-1100	App. # 75438250 Reg. #	File: 02/23/98 Reg:	Published Intent to Use	Published	
Xceed	App. # 75530961 Reg. #	File: 08/04/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Zhi Shi Rush	App. # 75554505 Reg. #	File: 09/17/98 Reg:	Pending Intent to Use	Non-Final Action - Mailed	
Miscellaneous Design	App. # 75667680 Reg. #	File: 03/17/99 Reg:	Pending	New Application	
Miscellaneous Design	App. # 75684683 Reg. #	File: 04/16/99 Reg:	Pending Intent to Use	New Application	

123 Registered or Pending Federal Trademarks not subject to a Security Interest by General Electric Capital Corporation and not recorded by the PTO.

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Document Number:
11-2-99/_:51AM

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RECORDED: 11/15/1999

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| REEL: 001986 FRAME: 0390